# UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:	Lehman	<b>Brothers</b>	Holdings	Inc.
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Case No. <u>08-13555 (JMP)</u>
Court ID (Court Use Only)

# NOTICE OF TRANSFER OF CLAIMS OTHER THAN FOR SECURITY PURSUANT TO BANKRUPTCY RULE 3001(E)(2)

CLAIMS HAVE BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. §1111(a). Pursuant to Bankruptcy Rule 3001(e)(2), Transferee hereby gives notice of the transfer, other than for security, of the claims referenced herein.

Name of Transferee:	Name of Transferor:
UBS AG, London Branch	Capital Partners Securities Co., Ltd.
Notices to Transferee should be sent to:	Court Record Address of the Transferor:
UBS AG, London Branch	(Court use only)
I Finsbury Avenue	
London	
EC2M 2PP	
England	
Attn: Kazuya Ichikawa and Marie Miyazawa (Tokyo)	
Last Four Digits of Acct.#:	Last Four Digits of Acct.#:
Name and Address where transferee payments should be	Name and Current Address of Transferor
sent (if different from above):	Capital Partners Securities Co., Ltd.
	Asahi Building, 6th Floor
	3-12-2, Nihonbashi, Chuo-ku
	Tokyo 103-0027
	Attn: Kunihiko Shimoda
Claim Amount:	
\$854,417 principal amount, corresponding to	Note: This is a partial transfer of claim.
36% of ISIN XS0329878267	See Schedule 1 to annexed Evidence of Transfer.
Court Claim No. (if known):	
62783.82	
Date Claim Filed:	
November 2, 2009	
November 2, 2009	

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Mame Marit 112 x22 2014

Date: 17th July, 2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 & 3571.

As set forth in the attached Evidence of Transfer of Claim, Transferor has waived to the fullest extent permitted by law any notice or right to receive notice of a hearing under Bankruptoy Rule 3001(e).

### AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

### TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, Capital Partners Securities Co., Ltd. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to UBS AG, London Branch (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's and all prior sellers' right, title and interest in and to the claim evidenced by Proof of Claim Numbers as specified in Schedule 1 hereto filed by or on behalf of Lehman Brothers International (Europe) (in administration) ("Predecessor") (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights, title and benefits of Seller and any prior seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or any other property, which may be paid or distributed with respect to the Purchased Claim (including for clarity, all amounts distributed on or after the trade date of July 3, 2012 (the "Trade Date") whether or not the Trade Date is before, on or after any record date with respect to an amount) or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any prior seller against any prior seller in respect of the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all rights, remedies, claims and causes of actions regarding any of the foregoing; (e) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), (d) and (e), the "Transferred Claims"). For the avoidance of doubt, the Purchaser does not acquire any liabilities or obligations with respect to the Transferred Claims or the Seller or the any prior sellers.

The Purchased Claim was transferred from Predecessor to Lehman Brothers Japan Inc. as evidenced at docket #18840 and by Lehman Brothers Japan Inc. to Seller as evidenced at docket number #19948 in the Proceedings.

Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good legal and marketable title to the Transferred Claims, free and clear of any and all liens, claims, objections, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or any prior seller or against Seller or any prior seller and all filings required to evidence Seller's title to the Transferred Claim have been duly and timely filed with the Court; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) neither the Seller nor any prior seller has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsubordinated unsecured claims; (g) Seller has delivered to Purchaser a true and correct copy of the Notice of Proposed Allowed Claim Amount, dated August 29, 2011, which relates to the Proof of Claim, and as of the date hereof, neither Seller nor any prior seller has received any revised Notice of Proposed

Seller: Capital Partners Securities Co., Ltd.

Buyer: UBS AG, London Branch Proof of Claim: 62783.82 ISIN: XS0329878267

Allowed Claim Amount or other Notice of Proposed Allowed Claim Amount; (h) all predecessor agreements contain provisions pursuant to which the respective prior sellers waive any objection to the transfer of the Transferred Claims to transferees including the Purchaser; (i) there are no objections to the Transferred Claims, and all documents provided to Purchaser by Seller are true, accurate and complete copies of such documents, and there are no documents received by any prior seller or Seller that are material or adverse to the Transferred Claims which have not been provided by Seller to the Purchaser; (i) Purchaser is entitled to transfer its rights and its obligations hereunder without any notice to or the consent of any prior seller. (k) Seller (or prior seller) has received \$12,562.83 in respect of the Transferred Claim due to a distribution on April 17, 2012 (the "April Distribution"). Other than the April Distribution, no distributions, proceeds, assets, cash or other amounts have been received by Seller (or any prior seller) in respect of the Transferred Claims.

- Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, that result from Seller's breach of its representations, warranties, covenants and agreements made herein.
- Seller shall promptly (but in any event on no later than the third (3rd) business day following receipt) remit any notices, correspondence, payments, distributions or proceeds received by Seller or any prior seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, (but in any event on no later than the third (3rd) business day following the date hereof), to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security. Seller shall act or omit to act with respect to the Transferred Claims solely to the extent directed by Purchaser, and Seller shall cause all prior sellers to act or omit to act with respect to the Transferred Claims solely to the extent directed by Purchaser.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered (including, on Seller's part, causing any prior seller to execute or deliver), all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions (including, on Seller's part, causing any prior seller to deliver distributions and proceeds received by any prior seller and to act) and other actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim. Seller agrees that all distributions, amounts, proceeds, assets, cash and other property received by Seller or any prior seller on or after the Trade Date (whether or not such Trade Date is before, on or after any record date for such amounts) are for the account of Purchaser, and at the election of the Purchaser, (i) the Purchaser may net, setoff and reduce the purchase price payable by it and any other amounts owed by it in respect of the Transferred Claims against the distributions, assets, cash, property and amounts payable by

Seller: Capital Partners Securities Co., Ltd.

Buyer: UBS AG, London Branch Proof of Claim: 62783.82 ISIN: XS0329878267

Seller (or any prior seller) to it in respect of distributions, assets, cash, property and amounts received by Seller or any prior seller on and after the Trade Date, or (ii) the Seller shall pay such amounts received by Seller or any prior seller on or prior to the date of this Agreement and on and after the Trade Date in respect of the Transferred Claims to the account information provided to it by Purchaser on the date of this Agreement.

Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 17thday of July, 2012.

CAPITAL PARTNERS SECURITIES CO., LTD.

UBS AG, LONDON BRANCH

Name: Kunihiko Shimoda

Title:

**Executive Officer** 

Name: Title:

Executive Director

By:

Traded Products Legal Stickland

Name: Title:

raded Products Legal

Address:

Capital Partners Securities Co., Ltd. Asahi Building, 6th Floor 3-12-2, Nihonbashi, Chuo-ku, Tokyo 103-0027 Japan

Address:

UBS AG, LONDON BRANCH 1 Finsbury Avenue London EC2M 2PP England -

Proof of Claim: 62783.82 ISIN: XS0329878267

# Transferred Claims

Purchased Claims

highlighted in the copy of the Proof of Claim attached at Schedule 2 and described below (for the avoidance of doubt, Seller holds 100% of the claim that is referenced in the Proof of Claim in respect thereof differs from the original amount, pursuant to this Agreement and Evidence of Transfer of Claim: Lehman Program Securities, Seller intends to transfer 36.000000% of Seller's interest in, to and in connection with that claim in respect of ISIN XS0329878267) together JPY90,000,000 of JPY 250,000,000 or 36.000000% of Seller's interest in, to and in connection with that claim that is referenced in the Proof of Claim with ISIN XS0329878267 as with interest, fees, expenses and other recoveries due.

# Lehman Programs Securities to which Transfer Relates

Description of Security ISIN/CUSIP	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/ Notional Amount in JPY (USD equivalent)	Coupon	Maturity	Proof of Accrued Claim Amount ( Number of Proof o Claim Fili Date)	Accrued Amount (as of Proof of Claim Filing Date)
JPY250,000,000 Fixed Rate and Index-Linked Target Redemption Notes due November 27, 2037	XS0329878267 6045650	6045650	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY 90,000,000 (USD 854,417)	Index-Lin ked Interest	November 27, 2037	62783.82	1

Seller: Capital Partners Securities Co., Ltd. Buyer: UBS AG, London Branch Proof of Claim: 62783.82 ISIN: XS0329878267

Schedule 2

	nkruptcy Court/Southerr	-	LEUMAN SECH	RITIES PROGRAMS
Lehman Brothers c/o Epiq Bankrup FDR Station, P.O	Holdings Claims Process tcy Solutions, LLC . Box 5076	sing Center		FOF CLAIM
New York, NY 10	0150-5076		Filed USBC Court	those District of No. V. J.
In Re: Lehman Brothers	Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP)	Lehman Brothe	thern District of New York rs Holdings Inc., Et Al.
Debtors.	,	(Jointly Administered)	08-13	555 (JMP) 0000062783
based on Lehn	m may not be used to nan Programs Securi nman-docket.com as	o file claims other than those ties as listed on of July 17, 2009		
Creditor) Lehma:	s of Creditor: (and name n Brothers Intern nk Street	and address where notices should be a ational (Europe) (in admi		Check this box to indicate that this aim amends a previously filed claim.
Londo E14 5	n		, , , , , , , , , , , , , , , , , , ,	ourt Claim Number:
Unite	d Kingdom	Pearson		(If known)
See a	ttached for addit	Pearson ional contact information	ı Fi	led on:
Telephone numbe	r; see attached En	nail Address; see attached		
Name and address	s where payment should	be sent (if different from above)	an rei	Check this box if you are aware that lyone else has filed a proof of claim lating to your claim. Attach copy of atement giving particulars.
Telephone numbe	er: En	nail Address:		
Programs Securiti and whether such dollars, using the you may attach a Amount of Clain Check this b	ies as of September 15, 2 claim matured or became exchange rate as applical schedule with the claim an: \$ see attached ox if the amount of claim	e fixed or liquidated before or after Sole on September 15, 2008. If you are amounts for each Lehman Programs Sometime (Required)  a includes interest or other charges in	Programs Securities on September eptember 15, 2008. The claim amount filing this claim with respect to me security to which this claim relates.  addition to the principal amount during the security to the s	15, 2008 or acquired them thereafter, bunt must be stated in United States ore than one Lehman Programs Security,
this claim with res which this claim r	spect to more than one Le	ehman Programs Security, you may a	ttach a schedule with the ISINs for (Required)	the Lehman Programs Securities to
International Sec	curities toentification in	umber (ISIN): see attached	(xequireu)	
appropriate (each, from your accounthan one Lehman relates.	, a "Blocking Number") i tholder (i.e. the bank, bro Programs Security, you n	for each Lehman Programs Security f	or which you are filing a claim. Yo curities on your behalf). If you are ing Numbers for each Lehman Prog	filing this claim with respect to more grams Security to which this claim
number; see a				
		(Require	eď)	
you are filing this accountholder (i.e numbers.	claim. You must acquir the bank, broker or other	e the relevant Clearstream Bank, Eur	oclear Bank or other depository par your behalf). Beneficial holders sh	nould not provide their personal account
		(Required		
consent to, and ar disclose your ider	e deemed to have authori	cam Bank or Other Depository: By ized, Euroclear Bank, Clearstream Baman Programs Securities to the Debto	ink or other depository to	FILED / RECEIVED
Date.	of the creditor or other p number if different from	filing this claim must sign it. Sign are person authorized to file this claim are the notice address above. Attach co	d state address and telephone	NOV 02 2009  EPIQ BANKRUPTCY SOLUTIONS, LLC
D	any. (// // O	and wit	hout personal liability)	

# ATTACHMENT TO LEHMAN PROGRAMS SECURITIES CLAIM OF LEHMAN BROTHERS INTERNATIONAL (EUROPE) (IN ADMINISTRATION)

Lehman Brothers International (Europe) (in administration) (including all of its international branches, "LBIE"), acting through one of Steven Anthony Pearson, Michael John Andrew Jervis, Dan Yoram Schwarzmann or Anthony Victor Lomas (together, the "Administrators" and each an "Administrator") as agents for LBIE and without personal liability, hereby files this Lehman Programs Securities (as defined in the Bar Date Order dated July 2, 2009, "LPS") omnibus claim (the "LPS Omnibus Claim") against Lehman Brothers Holdings Inc. ("LBHI" and, together with its direct and indirect subsidiaries, the "Lehman Group"), case number 08-13555 (JMP) (the "Bankruptcy Proceeding") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). LBIE files this LPS Omnibus Claim in connection with the LPS bar date for the purpose of preserving the rights of its clients (which term, for the avoidance of doubt, means in this LPS Omnibus Claim, LBIE's own clients and the clients of LBIE's affiliates) on whose behalf this LPS Omnibus Claim is made under title 11 of the United States Code (the "Bankruptcy Code"). This LPS Omnibus Claim, including, without limitation, each of the values identified herein and in any supporting workpapers attached hereto, has been calculated to the best of the Administrators' knowledge in reliance on LBIE's books and records as of the date of this filing and as qualified in every respect as set forth in greater detail herein. LBIE reserves the right to supplement, amend or correct the claim population and each claim value or value placeholder reported in this LPS Omnibus Claim.

# I. BACKGROUND

- 2. LBIE (an unlimited company incorporated in England and Wales with registered number 02538254) was the principal trading company of the Lehman Group in Europe. LBIE's business involved the global provision of a wide range of financial services and products, including trading and broking, equity and fixed income instruments and financial derivatives on behalf of its clients and itself. LBHI was the parent holding company in the United States of the Lehman Group, which provided a wide array of financial services in equity and fixed income sales, trading and research, investment banking, asset management, private investment management and private equity. LBHI and LBIE functioned as part of an integrated, international financial group whose businesses were closely intertwined.
- 3. On September 15, 2008, LBIE was placed into administration by order of the High Court of England and Wales (the "Administration Date"). On the same date, LBHI filed for bankruptcy protection in the Bankruptcy Court pursuant to chapter 11 of the Bankruptcy Code (the "Filing Date").

# II. DESCRIPTION OF LPS OMNIBUS CLAIM

4. LBIE asserts and reserves the rights of its clients, whose holdings are identified in the supporting workpapers attached hereto, under the Bankruptcy Code, and other applicable law, with respect to their claims, whether or not such clients have independently filed a claim on their own behalf in the Bankruptcy Proceeding. LBIE has identified the LPS holdings reflected in the attached schedule (the "LPS Holdings") by comparing its own books and records against the LPS list dated July 17, 2009 (as amended on September 23, 2009) provided by LBHI on its website (the "LPS List"). LBIE has custody of the LPS Holdings, each of which are guaranteed by LBHI. LBIE holds the LPS Holdings for its clients and/or for clients of its affiliates. LBIE estimates that the aggregate amount owing by LBHI to LBIE's clients in connection with Account Number 97816 at EUROCLEAR, subject in

all respects to the reservation of rights and the further discussion as set forth herein, is not less than USD 2,084,741,055 (the "Valuation") as displayed in the schedule attached hereto.

5. With respect to bonds, the Valuation has been calculated as the nominal position multiplied by a factor of one multiplied by accrued interest where applicable and then converted to a USD equivalent using the appropriate exchange rate from Lehman Group systems as at September 15, 2008. Where applicable and/or where possible, the accrued interest has been calculated from the last coupon payment date to September 15, 2008, but due to limited access to the requisite Lehman Group systems post-September 15, 2008, such calculations have been based on alternative sources of information, which are still in the process of being validated.

### III. RESERVATION OF RIGHTS

- 6. The relationship between LBIE and other members of the Lehman Group, including LBHI, was extremely complex. The relationship became more complex upon and after the Administration Date because, among other reasons, the regular maintenance and functioning of the IT systems and resources on which LBIE relied to monitor and record its security and custody positions effectively ceased on the Administration Date. Further, due to the global separation of the Lehman Group since September 15, 2008, there are differences between the internal data platforms and IT systems that various members of the Lehman Group, including LBHI, may continue to use versus the IT systems and resources that LBIE may continue to use. These practical complexities, together with difficulties surrounding the evaluation and interpretation of the underlying contractual documentation and electronic records of the LPS Omnibus Claim, require substantial resources and expertise to analyze and overcome. This lack of access to full books and records, all systems, and requisite personnel impacts LBIE and other members of the Lehman Group alike.
- 7. This LPS Omnibus Claim is necessarily being filed in reliance on the Administrators' best understanding of LBIE's books and records as of the date of this filing. The Administrators have only had access to LBIE's books and records since the Administration Date. LBIE reserves all rights to update, revise and supplement the data supporting this LPS Omnibus Claim, including with respect to, but not limited to, the valuation of securities as described herein, as LBIE continues to reconcile its books and records with LBHI and other members of the Lehman Group as applicable. LBIE's clients do not waive any right to amounts due for the LPS Omnibus Claim asserted herein by not stating a specific amount due for any such claims at this time.
- 8. This LPS Omnibus Claim has been made for and on behalf of LBIE's clients. To the extent that new or better information becomes available which indicates that one, some or all of the LPS Holdings are in fact held by LBIE for itself, LBIE reserves all of its rights with respect to such LPS Holdings, and will amend the relevant LPS Claim(s) filed by LBIE and/or this LPS Omnibus Claim accordingly.
- 9. Valuations have been performed using the best data reasonably available in the period before the Bar Date. Valuations are subject to change should more or better data become available with respect to the following non-exhaustive list of valuation components: (i) despite best efforts to ascertain the complete set of depot settlement data with respect to failed and pending trades, such data is unavailable to LBIE as certain of such data is in the control of other custodians, some of which may confront the same systems and personnel problems that LBIE currently faces; (ii) corporate actions and events and coupons payable data prior to September 15, 2008 are not included due to the need to correct underlying system data before calculating their impact; (iii) LBIE's access to and visibility of information pertaining to the movement of securities post-September 12, 2008 has been

substantially hindered if not terminated completely; (iv) certain pricing factors, including but not limited to inflation indices and multi-currency bonds; (v) with respect to warrant securities that were difficult to value, LBIE has not yet ascribed a value to each such warrant security for the purpose of estimating the amount of the claim in relation thereto; (vi) with respect to securities that have embedded derivatives that effect the principal payout, LBIE is not currently able to compute the impact of the default of the issuer of the security given the complexity and burdensome nature of such exercise; and (vii) other variables.

- 10. Moreover, except as otherwise noted herein or in the exhibits hereto, the securities positions reflect depot positions per LBIE's records as of September 12, 2008. LBIE explicitly reserves its right to supplement, amend or revise the LPS Omnibus Claim to reflect valuations as more information becomes available.
- 11. Populations of LPS have been reflected in the attached schedule using the best data reasonably available in the period before the Bar Date. Populations are subject to change should more or better data become available with respect to the following non-exhaustive list of factors affecting populations: (i) certain custodian information about transactions is unavailable to LBIE as well as other members of the Lehman Group; (ii) the process of reconciliation with LBHI, other members of the Lehman Group, other custodians, street-side counterparties, and clients is still ongoing and may result in additions to or decreases from the populations of LPS, which may include certain positions about which LBIE has received queries from certain affiliates, but with respect to which no reconciliation has yet been completed; (iii) trades were mis-booked during the preadministration period and can only be identified and rectified after intensive manual investigation; and (iv) other factors.
- 12. LBHI is the guarantor of all LPS, and it is LBHI's books and records that would reflect any and all offerings of foreign Lehman paper that should have been included in the LPS List. LBIE is not in a position to ensure that the LPS List is complete. While LBIE reviewed its books and records for any LPS-qualifying securities that it purchased or holds, and made additions to the LPS List before it was finalized by LBHI, as discussed throughout this LPS Omnibus Claim, LBIE's access to all systems and records is limited. Accordingly, LBIE reserves all rights of its clients to, among other things, supplement this LPS Omnibus Claim should new LPS-qualifying securities not included in the LPS List be discovered after the date of this filing.
- 13. The claims not denominated in USD have been converted to USD for the purpose of this submission. In general, LBIE has relied on exchange rates taken from Lehman Group systems as at September 15, 2008. Ultimately, LBIE reserves its clients' rights as to the appropriate foreign exchange rates upon which to base any of its clients' claims.
- 14. LBIE hereby asserts on behalf of its clients a claim for interest and other costs including but not limited to attorneys' fees and/or other professional fees on the constituent parts of the LPS Omnibus Claim where appropriate and expressly reserves the right to amend the LPS Omnibus Claim accordingly.
- 15. As per the Bar Date Order dated July 2, 2009, LBIE has not attached any documentation supporting the LPS Omnibus Claim other than the attached schedule. LBIE will use its reasonable efforts to make relevant contracts, agreements and other information pertinent to the LPS Omnibus Claim available upon reasonable request by LBHI in a manner and time to be agreed by the parties.

- 16. To the extent that any portion of the LPS Omnibus Claim is entitled to administrative priority status under section 507 of the Bankruptcy Code, LBIE claims such priority status to the maximum amount allowed by law on behalf of its clients. The filling of this LPS Omnibus Claim shall in no way be deemed a waiver of LBIE's right to assert on behalf if its clients that any or all of the amounts owed to LBIE's clients by LBHI are entitled to administrative priority status.
- 17. LBIE's clients reserve the right to assert any basis for recovery of cash, securities or other assets from LBHI under any legal or equitable theory including, without limitation, indemnification, breach of fiduciary duty, unjust enrichment, conversion, constructive trust, return of property otherwise not properly within LBHI's bankruptcy estate, treatment in accordance with the regulations of the Financial Services Authority or other potentially applicable US or non-US laws and regulation or other priority treatment with respect to each of the claims asserted herein.
- 18. LBIE does not waive any right or rights of action that LBIE's clients have or may have against LBHI's estate or any other entity. LBIE reserves any and all rights its clients have or may have with respect to any other agreements that may exist between LBIE's clients and LBHI, including without limitation, any rights of setoff, recoupment or netting. Nothing herein shall be deemed a waiver by LBIE's clients of any of their rights and remedies in connection with such agreements.
- By filing this LPS Omnibus Claim, LBIE does not submit itself or its clients to the jurisdiction of the Bankruptcy Court or any other U.S. court or tribunal for any purpose other than with respect to this LPS Omnibus Claim. Where U.S. jurisdiction does exist with respect to this LPS Omnibus Claim, LBIE does not waive or release its rights to, on behalf of its clients, (i) withdraw the reference or (ii) a jury trial with respect to the subject matter of this LPS Omnibus Claim, any objection thereto or other proceeding that may be commenced in this case against or otherwise involving LBIE. By filing this LPS Omnibus Claim, neither LBIE nor its clients waive any of their rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether another affiliate of LBHI, or an assignee, separate guarantor or otherwise. LBIE and its clients reserve all rights to assert (i) any claim, defense, offset or other right against any party, including but not limited to LBHI or any of its affiliated debtors or non-debtors, in a foreign jurisdiction, including but not limited to claims based on U.S. and U.K. or other foreign law, and (ii) any claims, defenses, offsets or other rights available to them under U.S. or any other jurisdiction's law in the event LBHI asserts counterclaims or affirmative claims against LBIE or its clients in the Bankruptcy Court. Furthermore, LBIE asserts that any counterclaim or affirmative claim by LBHI against LBIE or its clients must be asserted in its applicable foreign proceeding, whether in the U.K. or in another foreign jurisdiction, and LBIE and its clients reserve the right to assert therein any claim, defense, offset or other right that may be asserted in such U.K. or other foreign proceeding. LBIE and its clients further reserve all rights to assert that, under principles of equity or comity or otherwise, a court other than the Bankruptcy Court would be the appropriate forum in which to hear and decide any matter in connection with this LPS Omnibus Claim.
- 20. This LPS Omnibus Claim is not intended to be and shall not be construed as (a) an election of remedies; (b) a waiver of any defaults; or (c) a waiver or limitation of any rights, remedies, claims or interests of LBIE and/or LBIE's clients.
- 21. LBIE reserves the right to replace, amend or supplement this LPS Omnibus Claim at any time and in any respect, including, without limitation, for the purpose of (a) setting forth or changing the basis of the claims described herein and (b) providing further description or evidence of such claims.

In the event that any order of the Bankruptcy Court is entered into which effects: (i) a recharacterization or subordination of claims, including without limitation, this LPS Omnibus Claim; (ii) substantive consolidation of some or all of the LBHI affiliated debtors with any of their affiliates; or (iii) any other similar remedy, the rights of LBIE to file additional proofs of claim or amended proofs of claim against LBHI or any of its affiliates on behalf of LBIE's clients is specifically reserved. This LPS Omnibus Claim is submitted without prejudice to any of LBIE's rights or those of its clients in all respects.

22. The Administrators have signed this LPS Omnibus Claim as agents for and on behalf of LBIE and neither they, their firm, partners, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of, or in relation to, this LPS Omnibus Claim. The exclusion of liability set out in this paragraph shall arise and continue notwithstanding the termination of the agency of the Administrators and shall operate as a waiver of any claims in tort as well as under the laws of contract.

## IV. NOTICES

23. Notices regarding this LPS Omnibus Claim should be sent to

Lehman Brothers International (Europe) (in administration) 25 Bank Street London E14 5LE United Kingdom

Attn: Steven Anthony Pearson as Joint Administrator of Lehman Brothers International (Europe)

and

PricewaterhouseCoopers LLP Plumtree Court London EC4A 4HT United Kingdom Attn: Steven Anthony Pearson

with a copy to:

Linklaters LLP 1345 Avenue of the Americas New York, NY 10105 Attn: Titia Holtz Kiah Beverly-Graham

Phone: (212) 903-9000

interest Accrual	Yes	•		•	•	•	Yes	•	•	. '	•	•	•									·													:	Yes						Yes							
			- <del>-</del>		0.0			2	0.0			_	0.0			**		-			0.0		_		N C				4	0		2	-	, 0	0	<b>3</b> 0		0 1	- 2	_	~ ~	. o	7	٧ ،		2	- 2	N 6	2
Equivalent	1,158,483	5.000,000	1,898,704	4,746,760	949,352	9 483 521	8,736,697	949,352	4.599.700	4.599,700	4,599,700	10,000,000	10,000,000	10,000,000	2,183,510	1,898,704	5,643,750	5,643,750	4,599.700	6,450,000	5,643,750	1.898.704	5,843,750	5,643,750	949,352	5,643,750	5,643,75	949,352	1,898.704	4,599,700	5,643,750	1,139,222	5,643,750	4,031,250	5,643,750	1,081,338	5,000,00	5,643,750	854,417 949,352	9,493,52	3,322,732	3,027.650	1,139,222	949,352	1,000,000	949,352	949,352	949,352	949,352
15/09/2008	0.0095	1.0000	0.0085	0.0095	90000	5800.0	1.0000	0.0095	0.6571	1,000	0.6571	1.0000	1.0000	1,0000	2000.0	0.0095	0.8063	0.8063	0.6571	0.8083	0.8063	0.0085	0.8063	0.8063	0.0085	0.8063	0.8063	0.0095	0.0095	0.8571	0.8063	9600:0	0.8063	0.8063	0.8063	0.0085	1.0000	0.8063	0.0085	9600'0	0.0095	1.0000	0.0085	0.0095	1.0000	0.0095	0.0085	90000	90000
Currency Amount	122,028,667	5.000.000	200,000,000	200,000,000	100,000,000	1 000 000 000	136,687	100,000,000	7.000.000	7 000,000	7,000,000	10,000,000	10,000,000	10,000,000	230,000,000	200,000,000	7,000,000	2000,000,7	7,000,000	8,000,000	7,000,000	200,000,000	7,000,000	2,000,000	100.000.000	7.000,000	7,000,000	100,000,000	200.000.000	7,000,000	7.000.0007	120.000,000	7,000,000	2,000,000	7,000,000	7 000,000	2.000,000	7,000,000	100,000,000	1,000,000,000	350,000,000	3,027,650	120,000,000	100,000,000	1,000.000	100,000,001	100,000,000	200,000,000	1 000 000 001
Currency	Jey Jey	OSI	USU JPY	Д	yd, yd	, <u>, , , , , , , , , , , , , , , , , , </u>	OSD	YPY	8 8	3 5	NZ OZ	usp	osn usi	osn	γ٩ι	γqς	AUD	AUC	92	AUD	AUD	Yar.	AUD	AUD	77	AUD	AUD	yd, ya	yPy	NZD	AUD	уру	AUD	AUD	AUD	YZN NZD	OSO	AUD	Ydr	λ	Ķď,	nso	уру	ydi,	dsn	γqς	γطر بور	L	
Position 5 non non 1	120,000,000	5,000,000	_		100,000,000				7,000,000,7		7,000,000,7		10,000,000,01	10,000,000	230,000,000			000,000,7			7,000,000,7					000,000,7		100,000,000			000'000'2		7,000,000,7			700,000,000					350,000,000	3,000,000		100,000,000				100,000,000	
Number Instrument type	97816 Floating	97816 ZCB	97816 Floating	97816 ZCB	97816 Ficating	S7846 Fixed	97816 Fixed	97616 Floating	97816 ZCB	97816 7CB	97816 ZCB	97816 Floating	97816 ZCB	97816/208	97816[ZCB	97816 ZCB	97816,ZCB	9/816/203	97816 ZCB	97816 ZCB	97816 Floating	97816 ZCB	97816 Fixed	97816 Floating	97816 Floating	97816 ZCB	97815 Fixed 97816 Fixed	97816 Floating	97816 ZCB	97816 Fixed	97816 Fixed	97816 Fixed 97816 Fratho	97816 Floating	97816 Fixed	97816 Fixed	97816 ZCB	97818 Floating	97816 Floating	97816 Floating	97816 Floating	97816 ZCB	97816 Floating	97816 Floating	97816/Floating	-				
Blocking Reference	6045829	6045825	6045828	6045822	6045823	6045820	6045824	6045818	6045816	6045808	6045814	6045813	6045815	6045810	6045804	6045802	6045803	6045806	8045801	8045808	6045805	6045798	6045796	6045797	6045800	6045792	6045794	6045795	6045781	6045789	6045784	6045787	6045785	6045778	6045779	6045780	6045773	6045770	6045772	6045774	8045775	6045765	6045766	6045767	6045768	6045764	6045762	6045761	
Identification Number (ISIN)	X50384072103 X50379987372	XS0379485864	XS0374734480	XS0373182566	XS0369334700	XS036832609Z	XS0368698444	XS0368576848	XS0368098090	XSU36795056Z	XS0367848648	XS0367282059			XS0366374634	XS0366374394	XS0366126224	XS0366125929	XS0365916096	XS0365915874	XS0365872968	XS0365870830	XS0364885887	XS0364885614	XS0364649250	XS0364018340	XS0363707695	XS0362660778	XS0362376435		-		XS0360377765	XS0359351838	XS03S9278988		XS0358118189	XS0357874451	XS0357773000 XS0354811710		XS0354483140		XS0353875106	XS0353499790	XS0352912371	XS0352601701	XS0352601610	XS0352601024	•

Lehman Paper held in account 97816 EUROCLEAR

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Includes Coupon Interest Accrual	•	•			•	•	•		, Vas		•	•	•	•	•	•	•	Yes	168			•	•	•	, Yes	, √es	S.	•			•		•				•	•	•			•	•	, Se	Yes	Yes	\$ .	<u> </u>	×es	Yes	7. 1es		Yes	, Yes	î		Yes	ş ;	768
Valuation - USD Equivalent	3,797,408	4,586,700	5,643,750	4.598.700	5,643,750	2,753,121	3,797,408	474 676	10.055.278	2,583,251	5,643,750	5,843,750	5,643,750	5,643,750	5,643,750	4,031,250	4,031,250	715,517	200,181,1	4 599 700	5.643.750	5,000,000	5,643,750	4,599,700	4,767,857	4,767,857	5,643,750	4,599,700	18,000,000	6,450,000	6.450,000	6.450,000	5,643,750	5,643,750	759,482	4,598,700	5,643,750	849,352	5,643,750	5.643.750	9,199,400	5,643,750	11,287,500	40.047.222	40,047,222	30,035,417	40,047,222	5,643,750	7,532,525	7,507,912	16.687.359	5,643,750	7,648,692	7,637,875	5,843,750	5,843,750	958,213	7,820,356	5,643,750
FX Rate at 15/09/2008	0.0095	0.6571	0.8063	0.6571	0.8063	0.0095	0.0095	0.000	1 0000	0.0095	0.8063	0.8083	0.8063	0.8063	0.8063	0.8063	0.8063	0.0095	0.8063	0.0030	0.8063	1,0000	0.8063	1759:0	0.0095	0.0095	0.8083	0.6571	1.0000	0.8063	0.8063	0.8063	0.8063	0.8063	0.0085	0.6571	0.8063	0.0095	0.8083	0.8063	0.6571	0.8063	0.8063	1.0000	1.0000	1.0000	1.0000	0.0093	0.8063	0.8063	0.8063	0.8063	0.8063	0.8063	0.8063	0.8063	0.0095	0.8063	0.8063
Valuation - Underlying Currency Amount	400,000,000	7,000,000	7,000,000	2,000,000	2,000,000	290.000.000	400,000,000	000,000,0	10.055.278	270,000,000	7.000,000	7,000,000	000'000'2	7,000,000	2,000,000	5,000,000	5,000,000	100,333,333	8,814,111	2,000,000	200,000,7	5.000,000	7,000,000	000'000'2	502,222,222	502,222,222	7 000 000	2,000,000	18,000,000	8,000,000	8,000,000	000,000.4	000'000'2	7,000,000	80,000,000	000'000'2	7,000,000	100,000,000	7,000,000	2000,000,7	14,000,000	7,000,000	14,000,000	40.047.222	40,047,222	30,035,417	40,047,222	700,000,7	9,342,667	8,312,139	20,772,500	7,000,000	8,486,750	9,473,333	7,000,000	7,000,000	100.933,333	9,699,667	000'000'2
Currency	Ydr	OZN	AUC	QZV QZV	AUD	γqς		o di					AUD	AUD	AUD	AUD	AUD	yd,	200	. L.	CITA CITA	OSO	AUD	NZD	γqς	, di €	- L	NZD	usp	AUD	AUG	AUC CITA				NZD NZD				AUD	NZD	AUD	AUD						AUD	AUD	AUD	AUD	AUD	AUD	and and	AUD	Ådſ	AUD	AUD
Position	400,000,000	7.000,000	7,000,000	2,000,000	7,000,000	280,000,000	400,000,000	000,000.7	10 900 000	270,000,000	7.000.000	7,000,000	2.000,000	7,000,000	7,000,000	5,000,000	5,000,000	100,000,000	7,000,000	2 000,000	000,000.7	5.000.000	7,000,000	2,000,000	200,000,000	200,000,000	200,000,000	7,000,000	18,000,000	8,000,000	8,000,000	000,000.7	7,000,000	2,000,000	80.000,000	7,000,000	7,000,000	100,000,000	7,000,000	000,000.7	14,000,000	7.000,000	14,000,000	40.000.000	40.000,000	30,000,000	40.000,000	7,000,000	7.000,000	7.000,000	000,000,25	7,000,000	2,000,000	7,000,000	7,000,000	7.000,000	100,000,000	7.000,000	7,000,000
Instrument type	97816 Floating	ixed	Hosing	Ficatino	97816 ZCB	Floating	Floating	Tixed Tixed	Five of	Floating	Floating	Fixed	Fixed	37816 Floating	97816 Floating	97816 Floating	ZCB	97816 Floating	1/816 Floating	STOLD TEGRANG	Election	97816 ZCB	ZCB	Floating	Floating	Floating	97816 Floating	Fixed	Floating	ZCB	zca	TING OF	Fixed	Fixed	97816 Floating	208	Floating	Floating	Floating	Fibating 70.8	ZC8	zce	ZCB	- County	Floating	97816 Floating	97816 Floating	97816 Floating	97815 Floating	97816 Floating	97816 Floating	Disco.	Floating	Fivating	Busen.	Fixed	Floating	97818 Floating	97816 Floating 97818 ZCB
Depository Account Number	97816	97816	97816 Floating 07816 Election	97816	97816	97816	97816	81010	97816 Fived	97816 Floating	97816 Floatin	97816 Fixed	97816 Fixed	97816	97816	97816	97816 ZCB	97816	01870	STOLD STOLD	8,870	97878	97816	97816	91816	97816	97876	97816	97816	97816	97816	97816	97816	97816	97816	97816	97816	97816	97816	97836	97818	97818	97816	87838	97816	97818	97816	97816	97815	97816	97816	87818	97816	97816	87878	91816	97816	97818	97816 Floa 97818 ZCB
Blocking Reference	6045760	6045759	6045756	6045758	6045753	6045752	6045751	4049104	6049033	6045750	8045748	6045747	6045748	6045743	6045740	6045741	6045745	6045742	6045744	8045/34	6045/35	6045738	6045737	6045739	6045733	6045732	6045730	6045728	6045731	8045726	6045723	6045725	6045724	6045717	6045721	6045722	6045718	8045716	6045720	6045708	6045713	6045709	6045711	6045710	6045705	6045707	6045704	6045702	6045698	6045699	6045695	6045701	6045694	6045697		6045692	6045693	6045685	6045681
International Securities Identification Number (ISIN)	964	XS0351627806	XS0351359103	XS0350117064	XS0350116926	XS0349757368	XS0349442615	ASUSABISSBSI	X20342830101	XS0346508616	XS0346124984	XS0346124638	XS0346123408	XS0345815178	XS0345814791	XS0345213796	XS0344899710	XS0344830608	XS0344549141	XS0344142202	XS0344101943	XS03441012/3	XS0343798400	XS0343642905	XS0343584602	XS0343217104	XS0343216809	XS0342989398	XS0342945002	XS0342120820	XS0341223427	XS0341168069	XS0340648200	XS0340647840	XS0340462042	XS0338561002	XS0338559360	XS0339480773	X\$0339222050	XS0338845596	XS0338676116	X\$0338675902	XS0338675811	XS0338675571	XS0338657082	XS0338656B60	XS0338656787	XS0338518045	XS0337877582	XS0337413917	XS0336930440 Xenase026443	XS0336617303	XS0336414866	XS0336249569	XS0335972070 XS0335824098	XS0335623731	XS0335821875	XS0335345665	XS0335143797

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International Securities dentification Number (ISIN)	Blocking Reference	Number	Instrument type	TOSHIGH	Currency	Currency Amount	15/09/2008	Equivalent	Interest Accrual
XS0335143524	6045682	97816 ZCB	8	2,000.000	AUD	7,000,000	0.8063	5,643,750	
XS0335143441	6045683	97816 2	8 8	7,000,000		7,000,000	0.8063	5,643,750	
XS0335143284	6045689	2 01878	3 8	7,000,000	ASD	7 000 000 7	0.8063	5,643,750	
XS0334450812	6045875	97816		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0334450599	6045674	87818	Pixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0334450326	6045676	87816 F	Fixed	2,000,000	AUD	7.000.000	0.8063	5,643,750	
XS0334224317	6045677	181818	Position of	7,000,000	AUD	17 060 214	0.8083	13 754 708	,
X50554172054 X50524173872	6045678	27816F	Live of	33,000,000		33,116,886	0.8063	26,700,489	, Yes
XS0334171799	6045679	97816 Fixed	1980	17,000,000		17,080,214	0.8063	13,754,788	Yes
XS0334090445	8045672	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0333969706	6045671	97816 Floating	bating	120.000,000		120,000,000	0.0085	1,139,222	
XS0333831187	604568	97816 ZCB	CB	7,000,000	AUD	7.000,000	0.8063	5,643,750	
XS0333106507	6045570	97818 Floating	ogled Patro	340.000.000		340.000.000	0.0095	3.227,797	
A30333106238 XS0332764286	6045673	97816 ZCB		000,000,7		000.000.7	0.8063	5,643,750	
XS0332136463	6045668	97816 Floating	bosing	2,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0332108413	6045664	97816 ZCB	85	7.000,000	AUD	7,000,000	0.8063	5,643,750	
X\$0331B80566	6045659	97816 2CB	ca ca	7.000,000	AUD	7,000,000	0.8063	5,643,750	;
XS0331653823	6045660	97816 Floating	toating	100,000,000	بط در	101.827.778	0.0095	966.704	Yes
XS0331505122	6045661	grading 1918/8	Duran	7 000,000	2 22	2 900 900 7	0.6571	4 599 700	
X50331473281	6045662	07816 Ebalin	in the second se	1.000.000	Aud	1,007,500	0.8063	812,297	Yes
XS0331048123	6045685	97816	08	4,000,000	AUD	4,000,000	0.8083	3,225,000	
XS0331048040	6045654	97816		7.000.000	AUD	7,000.000	0.8063	5.643,750	
XS0331045020	6045655	97816 ZCB	CB	2,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0331044999	6045653	97816 2		2,000,000		000,000,4	0.8063	2 418 750	
XS0331044726	50000	9/816 Ebatin	Co	7 000 000		2,000,000,7	0,8063	5,643,750	
ASU331037603 XS0330867763	6045652	97846	2c8	7,000,000	AUD	7,000,000	0,8063	5,643,750	
XS033072429	6045651	87816	Floating	110,000,000	γqι	110,000,000	0.0095	1,044,287	
XS0330204149	6045648	97816	Floating	7.000.000		7,900,000	0.8063	5,643,750	
XS0329878770	6045647	97816	Floating	300,000,000	λdf	300,000,000	0.0005	2,848,056	
XS0329878267	6045650	97816	Floating	250,000,000	775	30,000,000	1 DOM	10 081 467	You
XS0329877889 XS0329429541	6045643	97816	Postura	7.000,000	AUD	7,000,000	0.8063	5,643,750	
XS0329337421	6045645	97816	bating	7.000,000	AUD	7,000,000	0.8063		
X\$0329337264	6045846	97816	208	7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0329067531	6045644	97816	bathg	240,000,000	, de	240,000,000	0.0030		
XS0328865661	6045642	8/816/2	ZCB Charter	7700,000,000	70°	240 000 000	0.0085		
XS0328666119 XS0328587766	6045639	97818	Floating	000,000,0	AUD	000'000'2	0.8063	5,643,750	
XS0328210652	6045638	97816	Ploating	7,000,000	_	7,000,000	0.8063		
XS0327847470	6045640	97816	Floating	7,000,000		7,000,000	0.8063		
XS0327713359	6045632	97816	Floating	300.000.000		300,000,000	0.0095	2,848,056	
XS0327465356	6045633	97816	ZCB	7,000,000	_	000,000,7	0.8063		
XS0327291349	6045631	97816		7,000,000	900	7 000 000 7	0.8063	5.643.750	
XS0327275656 XS0327276227	6045634	97816 2CB	5 5	000'000'2	AUD	000'000'L	0.8063		
XS0327082854	6045636	97816	oating	370,000,000	JP√	370,000,000	0.0095		
XS0326823324	6045626	97816 Floating	bating	300,000,000	λďr	300,000,000	0.0095	2.848,056	
XS0326486734	6045627	97816 ZCB	CB	7,000,000	AUD	000,000,7	0.8063		,
XS0325959285	6045629	97816	grated	7 000 000	AUD	7.000,000	0.8063	5,643,750	8
XS0324984185	6045625	95828		000'000'2		2,000,000			
XS0324983983 XS0324583807	6045630	97816	3 5	3,000,000	OSn	3,000,000			
XS0324462133	6045619	97816	CB	7,000,000	AUD	000'000'2			
XS0324461911	6045618	97816	CB CB	7.000,000		000'000'2			
XS0324342582	6045620	97816 Floating	loating	380,000,000	ķģ.	417,472,222			Yes
XS0324187839	6045623	97816	loating 2CB	74,000,000	400	7,000,000	0.8063		
XS0323635/13 XS0323635473	6045622	97816	9 0	7.000,000		7,000,000	0.8063		
XS0323834823	6045621	97816	ZCB	14,000,000		14,000,000		_	
XS0322468777	6045612	97816	ice	7,000,000		7,000,000			
XS0322467969	6045613	97816	208	7,000,000	_	7.000.000		5,643,750	
XS0322030940	6045617	97816	208	2,000,000	_	7,000,000			
XS0321795840	6045615	97816	20B	7,000,000	AUD	7,000,000	0.8063	5,643,750	
X\$0321794280	6045611	97816		000,000,		000,000,1			
		Transport of the Parket		000 000 061	2	420 000 001		1 139 222	

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includes Coupon interest Accrual								Yes		Yes	√es									Yes			Y <b>e</b> s			×es			;	Yes			Yes	>	2		Yes		Yes								>	Yes								
Valuation - USD Equivalent	2,848,056	5,643,750	1,518,963	5,643,750	5.643,750	2,848,056	4,380,000	6.745,081	1,898,704	4.752,035	853,782	848,352	806,250	2,043,730	949.352	6.493.521	886,875	5,643,750	3,040,000	962,010	3,590,000	3,360,000	1,460,815	5,643,750	1,044,287	493,498	5,643,750	2.750.000	949,352	4,324,446	5.643.750	2,570,000	2,967,675	949,352	1,740,000	5,643,750	1,246,070	8,493,521	1,950,127	1,708.834	5,643,750	5,643,750	480.296	4.746.760	5,643,750	5,643,750	474,678	1,823,625	5,643,750	6,450,000	5,643,750	5,643,750	4,746,760	5,643,750	5,643,750	1,898,704
FX Kate at 15/09/2008	0.0095	0.8063	0.0095	0.8063	0.8063	0.0085	1.0000	0.0095	0.0095	0.0095	0.0085	0.0095	0.8063	0.0005	0.0095	0.0095	0.8063	0.8063	1.0000	0.0085	1,0000	1,0000	0.0095	0.8063	0.0085	0.0095	0.8063	1.0000	0.0095	0.0085	1,0000	1.0000	0.0095	0.0095				900:0					90000	0.0085	0.8063	0.8063	0.0096	5600:0			0.8063					0.0005
Valuation - Underlying Currency Amount	300,000,000	7,000,000	160.000.000	2,000,000	7,000.000	300,000,000	4.390.000	710,493.056	200,000,000	500,555,556	100,466,867	100,000,000	1,000,000	000'000'2	100 000 000	1,000,000,000	1,100,000	7,000,000	3.040,000	101.333.333	3,590,000	3,360,000	153.875,000	2.000.000.7	110,000,000	51,982,600	7.000.000	2,750,000	100,000,000	455,515,556	1,180,000	2,570,000	312,600,000	100,000,000	1,740.000	7,000,000	131,254,834	1,000,000,000	205,416,667	180,000,000	7,000,000	7,000,000	50,582,000	000,000,000,000,000	7,000,000	7,000,000	50.000,000	202,625,000	7,000,000	8,000.000	000,000,7	7.000,000	900,000,008	7,000,000	7,000,000	200,000,000
Currency	yq.	AUD	Ç di	AUD	AUD	Ad S	OSA OSA	γďί	γdr	λdſ	γqς	γqι	AUD	AUC	ž ģ	, <u>d</u>		AUD	osn	OSO À			Ydr				aug S				OSD	dsn		<u>ل</u> ظ إ			<u>کظ</u>				AUD			ž d				y y		_	AUD	_		Aud		Yar
Position	300,000,000	7,000,000	160 000 000	7,000,000	7,000,000	300,000,000	4.390.000	710,000,000	200,000,000	200,000,000	100,000,000	100,000,000	1,000,000	000,000,7	100 000 000	1 000 000 000	1,100,000	7,000.000	3,040,000	4,500,000	3,590,000	3,360,000	150,000,000	000,000,7	110,000,000	51,000,000	7,000,000	2,750,000	100,000,000	452,000,000	1,180,000	2.570,000	300,000,000	100,000,000	300,000,000	7,000,000	130,000,000	1.000,000,000	200,000,000	180,000,000	7.000.000	2,000,000	50,592,000	900,000,000,r	000,000,7	2,000,000	20,000,000	200,000,000	7,000,000	8,000,000	7,000,000	2,000,000	200,000,000	2,000,000	000'000'2	200,000,000
Instrument type	pating	8. 8	Col	508	ZC8	Floating	Floating	Floating	Floating	Floating	Floating	Floating	Floating	Floating	Caling	Dogwood Company	guand	208	loating	208	Dosting	Floating	Floating	Floating	Gijeoj	Posting	loating	Floating	Floating	Floating	97816 Floating	Figure	Floating	97816 Floating	97816 Floating	208	37816 Floating	Fixed	97816 Floating	Floating	Floating 700 B	ZCB	Floating	Floating	ZCB	208	Floating	Floating	208	ZCB	208 208	208	97816 Floating	97816 Floating	857 857	97816 Floating
Depository Account Number	97816 Floating	97816 2	9/8/6/2	97816 ZCB	91816	97816	97816	97816	97816	97816	97816	97816	97816	97818	9/816 Hoading	97010 Floating	97816 Floating	97816 ZC8	97816 Floating	97816 ZCB	97816 Floating	97816	97816	97515 Float	97816 Floating	97816 Floating	97816 Floating	97816	97816	97816 Floating	97816	97.5 16 2.05 07.8 16 Eleating	97816 Floating	97816	97816	97816 208	97816	97816 Fixed	97816	97816	97816	97818	97816	97816	97816	97816	97816	97816	97816	97816	97816 ZCB	97816	91816	97816 Floa	872 91878 878 91878	97816 Ftoa
Blocking Reference	6045607	8045608	6045608	6045605	6045600	6045603	6045606	8045601	8045594	6045596	6045597	8045598	6045593	6045595	6045592	8045588	6045591	6045589	6045584	6045586	6045585	6045581	6045580	8045578	6045579	6045571	6045573	6045574	6045572	6045588	6045575	6045576	6045562	6045566	6045560	6045564	6045587	6045558	6045554	6045559	6045552	6045550	6045548	6045549	6045547	6045542	6045541	6045543	6045546	6045545	6045538	6045540	6045536	8045537	8045534 8045530	6045532
International Securities Identification Number (ISIN)	XS0321080912	XS0320745028	XS0320102295	XS0319632732	XS0319632575	XS0319359039	X\$0319159702	XX0318139434	XSU318538030	XS0317981081	XS0317943586	XS0316953925	XS0318953255	XS0316826733	XS0318169050	XS0315419134	XS0314247105	XS0314578310	XS0313950031	XS0313782814	XS0313504458	XS0313536962	XS0313326729	XS0312723272	XS0312057432	XS0311754963	XS0311740582	XS0311664543	XS0310885933	XS0310863021	XS0310085062	XS0310083850	XS0309365319	XS0309227436	5731	XS0308102283	XS0307903830	XS0307093491	XS0307D08481	XS0305127150	XS0305103565	XS0303864184	XS0303862998	XS0303572217	XS0303531700	XS0302821755	XS0302480230	XS0302264535	AS0302118632 XS0300351193	X\$0300349296	XS029961099	XS0298612697	XS0298320218	XS0298201988	XS0297915117	XS0297459868

	_																											_								,				_
Interest Accrual	Yes	Yes	•	•	Yes	Yes	Yes				Yes	•	,	60	×		,		Yes	•	•	201	Se	1		•	•	•	•	•	•		Yes	Yes	•	Yes	•		•	
Equivalent	1,675,455	874,273	5,643,750	940,352	1,170,614	492,819	4,785,217	949,352	854,417	474,676	3,214,031	3,000,000	3,002,343	114,116	481 321	425,520	9,483,521	5,643,750	1,004,375	1,898,704	949,352	204.124	475,488	23.403.600	4,031,250	4,031,250	4,031,250	10,000,000	8,483,521	10,000,000	000,000,00	13 474 800	553,433	959,241	4,538,880	1,046,500	8,400,000	6,042,384	4,746,760	4 748 780 I
15/09/2008	0.0085	90000	0.8063	9600.0	0.0095	0.0085	0.0085	0.0085	0.0095	0.0085	0.0085	1.0000	0.005	50000	00000	1,4184	0.0095	0.8063	0.0095	0.0095	0.0095	20000	0.0095	1.4184	0.8063	0.8063	0.8063	1.0000	0.0095	1,0000	0000	1 4184	1.0000	0.0095	1.4184	1.0000	1.0000	1.4184	0.0095	90000
Currency Amount	176,484,028	102,625,000	7,000,000	100,000,000	123,306,667	51,911,111	505,104,167	100,000,000	000'000'000	20,000,000	338,550,000	3,000,000	410,000,000	100 000 000	50 200 000	300.000	1,000,000,000	7.000,000	105,785,833	200,000,000	100,000,000	101,406,635	96,689,06	18.500.000	5.000,000	5.000,000	2,000,000	10,000,000	1,000,000,000	10,000,000	000,000,00	000.000.6	553,433	101,041,667	3,200,000	1,046,500	8,400,000	4,260,000	200,000,000	000 000 003
Currency	. ₹	<u>~</u>	AUD	JPY	γ٩ς	γΑζ	<u></u>	<b>≿</b> -	Yqu	ξď.	Yqt	osn Osn	140	7 5	, <u>A</u>	EUR.	Ydr	9	Yqu	Yelf	γqι	140	Cité	200	AUD	AUD	AUD	OSD	γqς	CSO	OSO CONTRACTOR	OSD GIG	nsb	ξď	EUR	aso	usp	EUR	Yqu	Š
Position	773,000,000 JPY	100,000,000		_										000,000,001				7.000,000 AUD				000,000,001	000,000,00	16 500 000	5.000,000 A	5,000,000			1,000,000,000,000	10,000,000	000,000,00				3.200,000	000,000,1				0000000
Number Instrument type	97816 Floating	97816 Floating	97818 ZCB	97816 Floating	97816 Floating	97818 Floating	97816 Floating	97816 Floating	97818 Floating	97816 Floating	97816 Floating	97816 Floating	Supering 1878	Byero Lioanno	Simple County	92816 278 92816 278	97816 Eloaino	97816 ZCB	97816 Floating	97816 Floating	97816 Floating	9/816 Fioating	97816 Ffoating	072 010 00 00 00 00 00 00 00 00 00 00 00 00	97816 ZCB	97816/ZCB	97816 Floating	97816 Floating	97816 Fixed	97816 Floating	97816 Floating	9/810 rabamg	97.816 Fixed	97816 Floating	97816 ZCB	97816 Fixed	97816 Fixed	97816 ZCB	97816 Floating	100
Blocking Reference	6045530	6045531	6045522	6045524	6045528	6045526	6045525	8045521	6045523	6045517	6045520	6045516	6045518	8000018	6045010	6045510	6045512	6045514	6045509	6045507	6045506	6045508	6045505	1000000	0053009	6045501	6045502	8045504	6045498	6045503	6045494	696963	6045400	6045491	6045492	6045493	6045488	6049030	6045489	40.000
Identification Number (ISIN)	XS0295861107	XS0295002231	XS0294244032	XS0293140553	XS0292221776	XS0291873122	XS0290989994	XS0290093847	XS0289338948	XS0286637144	X\$0280508952	XS0279730435	XS0279378532	X50278290589	A302/4/330/2	200725673000	CS0272080457	XS0271188285	KS0270820177	XS0268364766	KS0268364253	KS0268241683	XS0266551299	A30204130308	XSD2625011014	XS0281613474	XS0260439210	XS0258128247	XS0257593037	XS0257328392	XS0256738757	XS0253717986	A50252833110 XS0343300443	XSD245200143	XS0224346592	XS0207897199	XS0186852728	XS0178999537	XS0109171588	

labe, accrused interest has been calculated for Fixed and Floating Rate Notes. In some instances this has not been possible due to lack of information at the time of submits is all rights with respect to all valuations including as to accrued interest.

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EPIO BANKRUPTCY SOLUTIONS, LLC

DATE

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